

U.S. Department of Labor

Office of the Assistant Secretary
for Administration and Management
Washington, D.C. 20210



SEP 30 2019

FOIA# FY19-882801

Sai Sai
MuckRock News
Dept MR 80211
411A Highland Avenue
Somerville, Massachusetts 02144

Dear Mr. Sai:

This letter is in response to your request dated September 17, 2019, for a copy of Blanket Purchase Agreement No. DOL-OPS-14-A-0017 awarded to AINS, Inc. Your request was made pursuant to the Freedom of Information Act, 5 U.S.C. 552 (FOIA).

A search was conducted to identify responsive documents in the Office of the Assistant Secretary for Administration and Management, Business Operations Center, Office of Procurement Services. Enclosed are records responsive to your request.

If you are not satisfied with the response to this request, you may administratively appeal by writing to the Solicitor of Labor within 90 days from the date of this letter. The appeal must state in writing the grounds for the appeal, and it may include any supporting statements or arguments, but such statements are not required. In order to facilitate processing of the appeal, please include your mailing address and daytime telephone number, as well as a copy of the initial request and a copy of this letter. The envelope and letter of the appeal should be clearly marked "Freedom of Information Act Appeal." Any amendment to the appeal must be made in writing and received prior to a decision. The appeal should be addressed to the Solicitor of Labor, Division of Management and Administrative Legal Services, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N2420, Washington, DC 20210. Appeals may also be submitted by email to foiaappeal@dol.gov. Appeals submitted to any other email address will not be accepted.

Sincerely,

A handwritten signature in black ink, appearing to read "Julia A. Tritz", is written over a printed name and title.

Julia A. Tritz
Acting Director
Business Operations Center

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFERS TO COMPLETE BLOCKS 17, 24, & 26

FOR SOLICITATION
INFORMATION ONLY

1. NAME OF OFFEROR
2. ADDRESS
3. CITY
4. STATE
5. ZIP

6. PHONE NUMBER
7. FAX NUMBER
8. E-MAIL ADDRESS

9. CONTRACTOR OFFEROR

10. CITY
11. STATE
12. ZIP

13. TELEPHONE NO.

14. CHECK IF REMITTANCE IS DIFFERENT AND PROVIDE ADDRESS IT OFFER

15. NAME OF OFFEROR
16. ADDRESS
17. CITY
18. STATE
19. ZIP

20. PHONE NUMBER
21. FAX NUMBER
22. E-MAIL ADDRESS

23. CONTRACTOR OFFEROR

24. CITY
25. STATE
26. ZIP

27. TELEPHONE NO.

28. CHECK IF REMITTANCE IS DIFFERENT AND PROVIDE ADDRESS IT OFFER

20. ITEM NO.	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1. A. B. C. D. E. F. G. H. I. J. K. L. M. N. O. P. Q. R. S. T. U. V. W. X. Y. Z. AA. AB. AC. AD. AE. AF. AG. AH. AI. AJ. AK. AL. AM. AN. AO. AP. AQ. AR. AS. AT. AU. AV. AW. AX. AY. AZ. BA. BB. BC. BD. BE. BF. BG. BH. BI. BJ. BK. BL. BM. BN. BO. BP. BQ. BR. BS. BT. BU. BV. BW. BX. BY. BZ. CA. CB. CC. CD. CE. CF. CG. CH. CI. CJ. CK. CL. CM. CN. CO. CP. CQ. CR. CS. CT. CU. CV. CW. CX. CY. CZ. DA. DB. DC. DD. DE. DF. DG. DH. DI. DJ. DK. DL. DM. DN. DO. DP. DQ. DR. DS. DT. DU. DV. DW. DX. DY. DZ. EA. EB. EC. ED. EE. EF. EG. EH. EI. EJ. EK. EL. EM. EN. EO. EP. EQ. ER. ES. ET. EU. EV. EW. EX. EY. EZ. FA. FB. FC. FD. FE. FF. FG. FH. FI. FJ. FK. FL. FM. FN. FO. FP. FQ. FR. FS. FT. FU. FV. FW. FX. FY. FZ. GA. GB. GC. GD. GE. GF. GH. GI. GJ. GK. GL. GM. GN. GO. GP. GQ. GR. GS. GT. GU. GV. GW. GX. GY. GZ. HA. HB. HC. HD. HE. HF. HG. HH. HI. HJ. HK. HL. HM. HN. HO. HP. HQ. HR. HS. HT. HU. HV. HW. HX. HY. HZ. IA. IB. IC. ID. IE. IF. IG. IH. II. IJ. IK. IL. IM. IN. IO. IP. IQ. IR. IS. IT. IU. IV. IW. IX. IY. IZ. JA. JB. JC. JD. JE. JF. JG. JH. JI. JJ. JK. JL. JM. JN. JO. JP. JQ. JR. JS. JT. JU. JV. JW. JX. JY. JZ. KA. KB. KC. KD. KE. KF. KG. KH. KI. KJ. KK. KL. KM. KN. KO. KP. KQ. KR. KS. KT. KU. KV. KW. KX. KY. KZ. LA. LB. LC. LD. LE. LF. LG. LH. LI. LJ. LK. LL. LM. LN. LO. LP. LQ. LR. LS. LT. LU. LV. LW. LX. LY. LZ. MA. MB. MC. MD. ME. MF. MG. MH. MI. MJ. MK. ML. MM. MN. MO. MP. MQ. MR. MS. MT. MU. MV. MW. MX. MY. MZ. NA. NB. NC. ND. NE. NF. NG. NH. NI. NJ. NK. NL. NM. NN. NO. NP. NQ. NR. NS. NT. NU. NV. NW. NX. NY. NZ. OA. OB. OC. OD. OE. OF. OG. OH. OI. OJ. OK. OL. OM. ON. OO. OP. OQ. OR. OS. OT. OU. OV. OW. OX. OY. OZ. PA. PB. PC. PD. PE. PF. PG. PH. PI. PJ. PK. PL. PM. PN. PO. PP. PQ. PR. PS. PT. PU. PV. PW. PX. PY. PZ. QA. QB. QC. QD. QE. QF. QG. QH. QI. QJ. QK. QL. QM. QN. QO. QP. QQ. QR. QS. QT. QU. QV. QW. QX. QY. QZ. RA. RB. RC. RD. RE. RF. RG. RH. RI. RJ. RK. RL. RM. RN. RO. RP. RQ. RR. RS. RT. RU. RV. RW. RX. RY. RZ. SA. SB. SC. SD. SE. SF. SG. SH. SI. SJ. SK. SL. SM. SN. SO. SP. SQ. SR. SS. ST. SU. SV. SW. SX. SY. SZ. TA. TB. TC. TD. TE. TF. TG. TH. TI. TJ. TK. TL. TM. TN. TO. TP. TQ. TR. TS. TT. TU. TV. TW. TX. TY. TZ. UA. UB. UC. UD. UE. UF. UG. UH. UI. UJ. UK. UL. UM. UN. UO. UP. UQ. UR. US. UT. UU. UV. UW. UX. UY. UZ. VA. VB. VC. VD. VE. VF. VG. VH. VI. VJ. VK. VL. VM. VN. VO. VP. VQ. VR. VS. VT. VU. VW. VX. VY. VZ. WA. WB. WC. WD. WE. WF. WG. WH. WI. WJ. WK. WL. WM. WN. WO. WP. WQ. WR. WS. WT. WU. WV. WW. WX. WY. WZ. XA. XB. XC. XD. XE. XF. XG. XH. XI. XJ. XK. XL. XM. XN. XO. XP. XQ. XR. XS. XT. XU. XV. XW. XX. XY. XZ. YA. YB. YC. YD. YE. YF. YG. YH. YI. YJ. YK. YL. YM. YN. YO. YP. YQ. YR. YS. YT. YU. YV. YW. YX. YY. YZ. ZA. ZB. ZC. ZD. ZE. ZF. ZG. ZH. ZI. ZJ. ZK. ZL. ZM. ZN. ZO. ZP. ZQ. ZR. ZS. ZT. ZU. ZV. ZW. ZX. ZY. ZZ.				

25. ACCOUNTING AND APPROPRIATION DATA

26. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-2, 52.212-3, 52.212-4, 52.212-5, 52.212-6, 52.212-7, 52.212-8, 52.212-9, 52.212-10, 52.212-11, 52.212-12, 52.212-13, 52.212-14, 52.212-15, 52.212-16, 52.212-17, 52.212-18, 52.212-19, 52.212-20, 52.212-21, 52.212-22, 52.212-23, 52.212-24, 52.212-25, 52.212-26, 52.212-27, 52.212-28, 52.212-29, 52.212-30, 52.212-31, 52.212-32, 52.212-33, 52.212-34, 52.212-35, 52.212-36, 52.212-37, 52.212-38, 52.212-39, 52.212-40, 52.212-41, 52.212-42, 52.212-43, 52.212-44, 52.212-45, 52.212-46, 52.212-47, 52.212-48, 52.212-49, 52.212-50, 52.212-51, 52.212-52, 52.212-53, 52.212-54, 52.212-55, 52.212-56, 52.212-57, 52.212-58, 52.212-59, 52.212-60, 52.212-61, 52.212-62, 52.212-63, 52.212-64, 52.212-65, 52.212-66, 52.212-67, 52.212-68, 52.212-69, 52.212-70, 52.212-71, 52.212-72, 52.212-73, 52.212-74, 52.212-75, 52.212-76, 52.212-77, 52.212-78, 52.212-79, 52.212-80, 52.212-81, 52.212-82, 52.212-83, 52.212-84, 52.212-85, 52.212-86, 52.212-87, 52.212-88, 52.212-89, 52.212-90, 52.212-91, 52.212-92, 52.212-93, 52.212-94, 52.212-95, 52.212-96, 52.212-97, 52.212-98, 52.212-99, 52.212-100.

27. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

29. AWARD OF CONTRACT

30. SIGNATURE OF OFFEROR/CONTRACTOR

31. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER

32. NAME AND TITLE OF SIGNER (Type or print)

33. DATE SIGNED

34. NAME OF CONTRACTING OFFICER (Type or print)

35. DATE SIGNED

36. STANDARD FORM 1449 (REV. 2/2012)

Prescribed by GSA - FAR (48 CFR) 53.212

19 ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>agencies on an as needed basis.</p> <p>***ALL CASE MANAGEMENT SOLUTION PRODUCTS MUST BE LISTED ON THE OFFEROR'S GSA ADVANTAGE PRICING SCHEDULE. NO OPEN MARKET ITEMS WILL BE ACCEPTED.</p> <p>BPA Ceiling is \$31,600,000 for the five year performance period.</p> <p>E-Invoice: REQUIRED</p> <p>Period of Performance: 09/23/2014 to 09/22/2019</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

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U.S. DEPARTMENT OF LABOR GSA SCHEDULE BLANKET PURCHASE AGREEMENT
 SUPPLEMENTARY SCHEDULE

The vendor's complete GSA Catalog is hereby incorporated. Unit prices for items/services are those in effect on the GSA schedule less discounts proposed by vendors.

Year One 9/23/2014 through 9/22/2015

LABOR CATEGORY	AINS GSA Category	Labor Rate
Project Manager	Program Manager I	\$140.69 /hr
Business Process Modeler/Practitioner	Technology Specialist IV	\$133.03 /hr
Data Architect	Network Engineer V	\$115.21 /hr
Data Migration Specialist	Subject Matter Expert III	\$172.49 /hr
Senior Software Engineer (Technical Lead)	Subject Matter Expert IV	\$267.65 /hr
Software Engineer (Developer)	Developer IV	\$103.28 /hr
Senior Security Engineer	Security Program Manager I	\$138.69 /hr
Security Engineer	Security Technology Specialist II	\$104.56 /hr
Database Administrator	Database Specialist II	\$101.89 /hr
Senior Database Administrator	Database Specialist III	\$109.73 /hr
Business Analyst	Systems Analyst II	\$103.00 /hr
Training Support Specialist	Help Desk Specialist I	\$50.74 /hr

Year Two
 9/23/2015 through
 9/22/2016

Project Manager	Program Manager I	\$144.91 /hr
Business Process Modeler/Practitioner	Technology Specialist IV	\$137.02 /hr
Data Architect	Network Engineer V	\$118.66 /hr

Data Migration Specialist	Subject Matter Expert III	\$177.67 /hr
Senior Software Engineer (Technical Lead) Software Engineer (Developer)	Subject Matter Expert IV	\$278.67 /hr
	Developer I	\$106.57 /hr
Senior Security Engineer	Security Program Manager I	\$142.85 /hr
Security Engineer	Security Technology Specialist II	\$107.69 /hr
Database Administrator	Database Specialist II	\$104.94 /hr
Senior Database Administrator	Database Specialist III	\$113.03 /hr
Business Analyst	Systems Analyst II	\$106.09 /hr
Training Support Specialist	Help Desk Specialist I	\$52.26 /hr

Year Three
9/23/2016 through
9/22/2017

Project Manager	Program Manager I	\$149.25 /hr
Business Process Modeler/Practitioner	Technology Specialist IV	\$141.13 /hr
Data Architect	Network Engineer V	\$122.21 /hr
Data Migration Specialist	Subject Matter Expert III	\$182.98 /hr
Senior Software Engineer (Technical Lead) Software Engineer (Developer)	Subject Matter Expert IV	\$283.94 /hr
	Developer IV	\$109.56 /hr
Senior Security Engineer Security Engineer	Security Program Manager I Security	\$147.15 /hr

U.S. DEPARTMENT OF LABOR

GSA SCHEDULE BLANKET PURCHASE AGREEMENT

	Technology Specialist II	\$149.57 /hr
Database Administrator	Database Specialist II	\$108.09 /hr
Senior Database Administrator	Database Specialist III	\$116.42 /hr
Business Analyst	Systems Analyst II	\$109.25 /hr
Training Support Specialist	Help Desk Specialist I	\$53.83 /hr

Year Four 9/23/2017 through 9/22/2018

Project Manager	Program Manager I	\$153.72 /hr
Business Process Modeler/Practitioner	Technology Specialist IV	\$145.36 /hr
Data Architect	Network Engineer V	\$125.87 /hr
Data Migration Specialist	Subject Matter Expert III	\$188.46 /hr
Senior Software Engineer (Technical Lead)	Subject Matter Expert IV	\$292.45 /hr
Software Engineer (Developer)	Developer IV	\$112.84 /hr
Senior Security Engineer	Security Program Manager I	\$151.54 /hr
Security Engineer	Security Technology Specialist II	\$114.24 /hr
Database Administrator	Database Specialist II	\$111.34 /hr
Senior Database Administrator	Database Specialist III	\$119.91 /hr
Business Analyst	Systems Analyst II	\$112.55 /hr
Training Support Specialist	Help Desk Specialist I	\$55.44 /hr

Year Five 9/23/2018 through 9/22/2019

Project Manager	Program Manager I	\$158.34 /hr
Business Process Modeler/Practitioner	Technology Specialist IV	\$149.72 /hr
Data Architect	Network Engineer V	\$129.64 /hr
Data Migration Specialist	Subject Matter Expert III	\$194.11 /hr
Senior Software Engineer (Technical Lead)	Subject Matter Expert IV	\$301.22 /hr
Software Engineer (Developer)	Developer IV	\$116.22 /hr
Senior Security Engineer	Security Program Manager I	\$156.08 /hr
Security Engineer	Security Technology Specialist II	\$117.66 /hr
Database Administrator	Database Specialist II	\$114.68 /hr
Senior Database Administrator	Database Specialist III	\$123.51 /hr
Business Analyst	Systems Analyst II	\$115.93 /hr
Training Support Specialist	Help Desk Specialist I	\$57.11 /hr

The total ceiling amount for this BPA is \$31,600,000.00.

***OFFERORS ARE REQUESTED TO PROPOSE DISCOUNTED GSA LABOR CATEGORIES. Upon award, successful vendor's complete GSA catalog will be incorporated into the resulting contract.

***ALL OFFERED CASE MANAGEMENT SOLUTION PRODUCTS MUST BE LISTED ON THE OFFEROR'S GSA ADVANTAGE PRICING SCHEDULE. NO OPEN MARKET ITEMS WILL BE ACCEPTED

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52-1595814

DCAA

Kelly Goodsell

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New Cumberland, PA 17070
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1990

[illegible]

14-00000 REPUBLIC OF SOUTH AFRICA

Under the agreement, the BPV holder will provide services to the Government of the United States, including, but not limited to, a highly comparable Commercial Off-The-Shelf (COTS) address process, similar to the standard (LPMN) in form comparable with the National Institute of Standards and Technology (NIST) Group 1. Many contract groups of COTS standards or BPVs. The above services and/or substitutes shall be provided pursuant to an authorized contracting officer during the specified period stated in the paragraph titled "Term of BPV." This BPV is the support of various agencies in the U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20540.

5.5 SERVICES AND/OR SUPPLIES AVAILABLE UNDER THIS BPA

Attachment A details all services and/or supplies, with accompanying unit labor category description, which may be supplied under the BPA.

A.6 PREVAILING TERMS AND CONDITIONS

All articles placed against this BPA are subject to the terms and conditions of the GSA ERS contract and all data are provided in full text, or incorporated by reference herein.

3.7 PROHIBIT ACTIVITIES

The BFL holder shall not perform tasks under any resultant order which involve the following:

(a) presentation of any statement of requirements, objectives, or needs to be procured by the Government for any use, whether to be procured by future orders under the program USA Federal Supply Schedule, or to be procured by contract action at the U.S. DEPARTMENT OF LABOR;

the evaluation of the qualifications of a potential source or any proposal for a contract or order by the Government for services or any other supplies or services.

or formulation of "best value" criteria, acquisition plans, solicitations or strategies for the purchase of direct services.

de preparation et documentation for future orders for services.

8. SEGREGATION OF COSTS

a. The "Payments under Time-and-Materials and Labor-Hour Contracts" clause provides for reimbursement to the contractor of costs incurred for certain items and services purchased directly for the contract, subject to certain limitations set forth in the clause. Such items may include the lease purchase of equipment, travel expenses for Government directed travel, consumable materials, tuition and registration fees for specialized training, and other services or items acquired for the Government's account under the Government Property clause. The items and services which the BPA holder is authorized to purchase on a cost-reimbursement basis shall be limited to only those specific items and services described in the order(s) issued to the BPA holder as authorized for purchase.

b. The BPA holder shall segregate costs associated with materials and other items authorized to be purchased on a cost-reimbursement basis (to be specified in each order) from other costs associated with the performance of this contract in such a manner that at any time the costs subject to reimbursement under each order shall be readily ascertainable.

c. The "Ceiling Price" referred to in the "Payments under Time and Materials and Labor-Hour Contracts" clause shall be the ceiling price as stated in each order.

A.9 REPRESENTATIVE OF THE CONTRACTING OFFICER

a. The following named Contracting Officer's Technical Representative (COTR) at the appropriate ordering Program Office is (are) authorized to act as an official representative of the Contracting Officer.

(to be specified when orders are issued)

b. The above are designated by the Contracting Officer and are authorized to act within the limitations specified herein and written restrictions specifically imposed under the terms of the order and by the Contracting Officer. This authority shall extend to the following: inspection, acceptance, or rejection of work.

c. This designation does not include authority to direct changes in scope, price, terms or conditions of the contract or order. The authority herein also does not include authority to execute modifications to the contract or order, which require the signature of the Contracting Officer, or to bind the Government by contract in terms of a proposed contract change.

A.10 TASK ORDERS

a. The BPA holder shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Work (SOW) within the terms specified and at the price(s) stated.

b. It is understood and agreed that the BPA holder shall provide Fixed-Price proposals when requested by the Contracting Officer (CO). The contractor's proposal shall be priced using labor rates and labor categories here in provided. The CO will issue Fixed Priced Task Orders upon completion of negotiations of contractor proposals.

A.11 LABOR HOUR ORDERS

a. It is intended that the majority of orders issued for performance under this BPA will be Fixed-Priced Task Orders. However, on occasion Labor Hour Task Orders may be issued. This section applies to such orders only.

b. The BPA holder shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Work (SOW) within the terms specified and at the price(s) stated. All orders will be issued and modified at the labor rates in effect at the time the work is performed.

c. It is understood and agreed that the BPA holder shall use in the performance of the contract, the labor categories and hours specified in each order.

f. The labor categories and hours specified in each order represent the contractor's estimate of the services to be performed. To enhance flexibility and to allow the BPA holder to determine the optimum labor mix for the order the BPA holder may, without notice, the Government, increase or decrease the number of hours for each category specified in the individual order. These adjustments are allowable only to the extent that the ceiling price and the total number of hours of the labor CLIN(s) are not exceeded. The BPA holder will not be paid more than the ceiling price on any individual order.

g. Government Reimbursement of BPA holder-Incurred Training Costs in Support of Mission-Unique Needs. DEPARTMENT OF LABOR Requirements. BPA holder personnel are required to possess all the skills necessary to support at least the minimum requirements of the Statement of Work (SOW) tasking for the labor category under which they are performing. Training to meet such minimum requirements must be provided by the BPA holder and is included in the fixed price labor rates. In situations where the "Government User" being supported by an order under the basic contract requires some "unique" level of support beyond the minimum requirements of the SOW because of program/mission-unique needs, then the BPA holder may directly charge the task order (in the same manner as one might charge work-related TDY expenses) in order to obtain the unique training required for successful support if authorized in the order. Such education/training might be provided by Government entities or by "third party" private entities such as companies who specialize in providing professional or specialized training/education seminars/classes. Direct labor expenses, and travel related expenses allowable under the Joint Travel Regulations (JTR), may be allowed to be billed on a cost reimbursement basis. Tuition/Registration/Book fees (costs) that may be applicable to an individual course/seminar may be recoverable as a direct cost if specifically authorized in a particular order. Documentation (in the form of an "on DEPARTMENT OF LABOR Program Office signed memorandum that such contemplated labor, travel, and costs to be reimbursed by the Government are mission essential and in direct support of "unique" or special Program Office requirements) will be required to support the billing of such costs against the order, which authorized payment, therefore. (If applicable)

h. In the event the BPA holder expends fewer hours than set forth in the individual order, the total order shall be adjusted to reflect the actual number of hours expended and the final order price. In no case will the final price exceed the ceiling price of the order.

i. Notwithstanding any other provision, the BPA holder shall maintain sufficient accounting records for verification of the hours and categories of labor incurred in the performance of each order. It is further understood and agreed that the accounting records shall be available for Government review during the performance of the contract and until three years after final payment under the contract. In the event subcontract labor is included in the labor effort contained in paragraph A.11 above, the foregoing records provisions shall be included in all applicable subcontracts.

j. Payment under individual orders for CLINs (to be specified in order) will be in accordance with FAR 52.232-7 entitled "Payments under Time-and-Materials and Labor-Hour Contracts." Withholding of amounts due as contemplated by the clause will apply to the total contract and not to individual orders. Withholding will not exceed \$50,000.00 for the entire contract, regardless of the number of orders issued against the contract, and will apply to the first order and continue until the maximum withholding amount is reached. To facilitate closeout of early orders, the amount withheld may be transferred to any subsequent active order. Ceiling price, as used in the clause, applies to each individual order, not to the total contract.

A.12 COLLOCATION

The Government reserves the right to require the BPA holder at any given time to collocate a portion of its workforce with the Program Office supported. The Government will make available office and equipment support for any such collocation. Collocation can only be directed by the Contracting Officer and must be in writing.

A.13 TRAVEL

The Government will reimburse the cost of travel required in conjunction with performance of orders issued under this contract. Reimbursement for travel is limited to that required in the performance of the order. Specific Government direction to attend meetings or gather information shall be reimbursed on a cost-reimbursable basis only. Local travel or

The Government of BPA holder personnel from other government agencies for the purpose of staffing an order is not subject to this Agreement. The Government will not pay travel charges for travel to and from the BPA holder employee's home, and travel between or to and from one company building to another (either within a company or) and from a prime to a subcontractor. Travel costs subject to reimbursement are limited to travel occurring at the direction of the Government performed in conjunction with a specific requirement for a trip authorized in the order. Any administrative, clerical, support travel costs shall be considered and approved by the Contracting Officer on a case-by-case basis.

A.14 FEDERAL HOLIDAYS

Unless specifically authorized in writing by the Contracting Officer, no services will be provided and no charges will be incurred and/or billed to any order on this contract on any of the Federal Holidays listed below:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

A.15 NONPERSONAL SERVICES

a. In performance of this contract, the BPA holder will provide support in the form of services required by program offices to support management of their overall mission. This will be based upon the order's Statement of Work for the specific effort. Orders will be formally issued to the BPA holder as opposed to individual BPA holder employees.

b. The services required under the Agreement constitute professional and management services within the definition provided by FAR 37.201. Under this Agreement the Government will obtain professional services, which are essential to the U.S. DEPARTMENT OF LABOR mission but not otherwise available within U.S. DEPARTMENT OF LABOR.

c. The Government will neither supervise BPA holder employees nor control the method by which the BPA holder performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for individual BPA holder employees. It shall be the responsibility of the BPA holder to manage their employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the BPA holder feels that any actions constitute, or are perceived to constitute personal services, it shall be the BPA holder's further responsibility to notify the Contracting Officer immediately.

d. These services shall not be used to perform work of a policy/decision making or management nature. All decisions relative to programs supported by BPA holders will be the sole responsibility of the Government. Support services will not be ordered to circumvent personnel ceilings, pay limitations, or competitive employment procedures.

A.16 BPA EMPLOYEE IDENTIFICATION

All support BPA holder personnel will be required to wear company identification badges in order to distinguish themselves from Government (organic) employees. When conversing with Government personnel during business meetings and over the telephone, support BPA holder personnel shall identify themselves as such to avoid situations arising where sensitive topics might be better discussed solely between Government employees. Where practicable, support BPA holders occupying collocated space with their Government program customer should identify their workspace area with their name and company affiliation.

A.17 SUPPORT BPA HOLDER COLLOCATION RENTAL FEES

Should support BPA holders be required to be collocated with their Government customer in an office building owned by a third party, and if "rent" is charged by said third party for such occupation of work space, the BPA holder may recover such expenses on a cost-reimbursement basis to the extent authorized by the order(s).

A.18 TERM OF BPA

This BPA expires 1 year after date of award or such later ending date as determined by the exercise of any "General Schedule extension" option by the GSA and exercise of the option to extend the term of the BPA by the U.S. DEPARTMENT OF LABOR (DOL). The BPA holder is required to immediately notify, in writing, the U.S. DEPARTMENT OF LABOR Contracting Officer if at any time prior to the GSA contract upon which this BPA is based, is no longer in force. This BPA is not a contract. If the BPA holder fails to perform in a manner satisfactory to the U.S. DEPARTMENT OF LABOR Contracting Officer, this BPA may be canceled with 30 days written notice to the BPA holder by the U.S. DEPARTMENT OF LABOR Contracting Officer.

A.19 OBLIGATION OF FUNDS

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized orders actually issued under the BPA by the Contracting Officer.

A.20 AUTHORIZED USERS

Government Contracting Officers representing the U.S. DEPARTMENT OF LABOR are the only users authorized to place orders under this BPA. Any authorized user shall only be allowed to issue an order under this BPA if funds are certified and the BPA awarding office's Task Order number is assigned. BPA holders shall not accept or perform any purported order that does not contain a Task Order number.

A.21 ORDERS

a. Order Management Requirements: Delivery of services shall be implemented only if directed by an order. The BPA holder shall respond in no more than 10 working days from the issuance of the order to identify the Contractor's Task Leader. The Contractor's Task Leader shall arrange for a meeting between the BPA holder Task Leader and the COTR to obtain the necessary detailed information to proceed with the task.

b. Order Procedures: Each Request for Proposal for an order will contain a Statement of Work (SOW), or other performance based work statement, describing the program to be supported, a description of the task, evaluation criteria, the deliverables, an order start and completion date, and the COTR. The BPA holder(s) solicited will respond to the Statement of Work (SOW) with a proposed technical solution including labor mix and hours, and a proposed ceiling or fixed price for the order. Note: The Government will accept order proposals only from BPA holders that it has solicited. The SOW and labor mix will be incorporated into any resulting order. The proposed technical solution may also be incorporated in the order. The BPA holder on a per site basis will assign the Task Leader.

c. Order Accounting: The BPA holder's order accounting system shall provide traceability of all labor hour and cost reimbursable elements (e.g., travel, material, other authorized direct costs) ordered by each program's funding citation, Accounting Classification Reference Number (i.e., "acrn" assigned at the "SubCLIN" level in Section B), if required by the program office. Otherwise, traceability shall be at the CLIN level, to include segregation by Government appropriation (i.e., "color of money"), set forth in the order. Under no circumstances will any invoice exceed the period of performance, hours or dollar amount (ceiling price) for any funded order. The BPA holder will separately track and invoice US Government and FMS charges. All invoices submitted for payment shall clearly identify:

1. Government order number,
2. Period of performance
3. Amount due by CLIN
4. Labor hours provided per labor category

d. The BPA holder shall prepare and maintain a Funds and Man-hour Expenditure Report for each order. The BPA holder will submit reports in contractor format to the FAR and Contracting Officer on a regular basis as defined by each order. Reporting shall include schedule by task, labor hour expenditures by labor category by task, cost reimbursable elements, calendar of supported travel, reviews, meetings and briefings, deliverables status and an estimated completion date. The report shall also identify the most significant cost drivers for each task (i.e. Schedule, type of Program, and Complexity), the value of the driver, and a brief explanation. The Government shall identify a standard set of activities and definitions. For each task, the BPA holder shall identify the approximate percentage of hours allocated to those activities. Until such a time as the Government provides this standard set of activities, the BPA holder will not be required to provide this information. The Funds and Man-hour Expenditure Reports will be prepared and submitted by those individuals covered by company overhead and will not be directly charged to any specific labor category on a specific order. These reports will be submitted electronically.

e. Closeout Procedures. To facilitate closeout of individual orders placed under this BPA within thirty (30) days of completion of any individual order, the BPA holder shall present a final invoice to the Contracting Officer that contains a complete accounting of hours expended by category, the prices associated with those hours, any cost reimbursable expenses, and a proposed final price. If the Government concurs with the invoice and the proposed final price is within the selling price of the order, the Government will issue an order modification converting the order to a firm fixed price order at the proposed final price.

A.22 PERFORMANCE

The following terms and conditions are applicable:

a. All services will be initiated within the period of performance required in the task order following receipt of a valid order, unless otherwise specified in the order.

b. The BPA holder shall be familiar with Federal Government and U.S. DEPARTMENT OF LABOR acquisition regulations, directives and instructions. If a particular document is required in a specific order, it will be cited within the order's SOW.

c. The BPA holder shall not provide technical direction to any other acquisition BPA holder(s) or government personnel at any time. Neither shall the Government directly supervise BPA holder employees. The BPA holder Task Leader should conduct Day to day supervision of BPA holder personnel wherever the BPA holder personnel are located. All direction of the BPA holder shall be through the Contracting Officer (CO) of the ordering organization specified in each individual order. Technical "tasking" assignments for the BPA holder will be transmitted by the program office's COFR (or program manager) to the BPA holder's Task Leader.

d. The "ordering period" will run from BPA award to, or until such ending date of any option year, which may be exercised under the GSA contract. The "performance period" will terminate with the end of the GSA contract, unless the ordering CO elects to extend performance as provided under the GSA contract. The GSA Schedule contract permits extended performance beyond the period of the GSA contract. If the ordering CO elects to extend performance beyond the end of the GSA contract, he/she may extend performance up to six (6) months beyond the end of the order period.

d. Cancellation: This BPA may be canceled if the BPA holder fails to perform in accordance with the terms and conditions of the GSA contract, this BPA, any order established under this BPA, or if deemed as in the best interests of the Government. The BPA holder must strictly comply with all terms and conditions of the U.S. DEPARTMENT OF LABOR /CO Contracting Officer may determine that performance by the BPA holder has been unsatisfactory and cancel this BPA.

A.23 MANAGEMENT CONTROL

The BPA holder shall provide to Contracting Officer (CO) a list of all teaming partners or subcontractors within 10 calendar days after order award. As subcontractors and/or teaming partners are added, and/or deleted, an updated listing

will be provided to the Contractor within 10 calendar days of such change. A BPA holder personnel shall display identification badges at all times while charging hours to the order or at a government or government contractor location. Without a Government personnel shall accompany all visits to U.S. DEPARTMENT OF LABOR Program Office unless other specific arrangements have been made.

A.24 INVOICES

a. Inspection and acceptance shall be accomplished as follows: The Government for all services furnished under any resulting order hereby designates the COFR in the program office as the point of final inspection and acceptance. The BPA holder will submit each invoice, including all back-up data, to the COFR for review and signature. When the COFR receives an accurate and complete invoice, he/she will return a signed copy to the BPA holder within five (5) working days. If the invoice is incomplete or inaccurate, the COFR will return the unsigned invoice to the BPA holder for correction. The COFR will then forward the signed invoice to the Chief Financial Officer (CFO) for payment. Final payment for each order will be accomplished by final invoice accompanied by a receiving report.

b. An itemized invoice shall be submitted to the COFR at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. Copies of delivery tickets shall support these invoices. "Approved-for-payment" invoices will be submitted to the payment address specified on each individual order issued under this BPA.

A.25 OPTION TO EXTEND THE TERM OF THE BPA

a. The Government may extend the term of this BPA by written notice to the Contractor at any time prior to the expiration of the BPA, provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 day before the BPA expires. The preliminary notice does not commit the Government to an extension.

b. If the Government exercises this option, the extended BPA shall be considered to include this option provision.

c. The total duration of this BPA, including the exercise of any options under this clause, shall not exceed the performance period of the governing GSA FSS Contract.

A.26 ORGANIZATIONAL CONFLICT OF INTEREST

PREAMBLE to the Organizational Conflict of Interest (OCI) Clause:

(a) This Organizational Conflict of Interest Clause will apply to orders for performance of Advisory and Assistance Services, as defined in FAR Subpart 37.2 as follows:

"Advisory and Assistance Services" (A&AS) means those services provided under contract by non-governmental sources to support or improve organizational policy development, decision making, management and administration, program and/or project management and administration, or R&D activities. It also includes the furnishing of professional advice or assistance rendered to improve the effectiveness of Federal management processes or procedures (including those of an engineering and technical nature). In rendering the foregoing services, outputs may take the form of information, advice, opinions, alternatives, analyses, evaluations, recommendations, training and the day-to-day aid of support personnel needed for the successful performance of ongoing Federal operations. Advisory and assistance services fall into one of the following subdivisions (see FAR 37.2 for their definitions):

- management and professional support services,
- studies, analyses, and evaluations, and/or
- engineering and technical services.

The support to be provided under this Task Order includes U.S. DEPARTMENT OF LABOR Office in the following areas:

Examples of A&AS, which this OCI clause will apply to, include: Development of draft acquisition plans; identification of available private commercial sources of supplies or service; support of requirements analysis, the drafting, solicitation documents; recommending performance metrics and incentives; identifying share-in- savings and value-based acquisition strategies; conducting market research to determine (1) recent or imminent technological developments (2) industry or market trends, (3) Federal agency support available and other acquisition alternatives; and, equipment lease or purchase options. Assistance may also include support for Procurement Planning and Analysis, development of acquisition procedures, policies, assessments, reviews and inspections; training development support; the preparation of technical analyses and reports as well as inputs to acquisition documentation for systems being acquired by Program Offices.

(c) There may be other U.S. DEPARTMENT OF LABOR requirements which may be ordered required under this Task Order but which do not fall within the definition of A&AS as discussed above. Such requirements may be exempt from the provisions of the OCI clause. The Government shall have the right to determine, at its sole discretion, whether services ordered are subject to the OCI provisions of this Task Order. All orders for follow-on support to U.S. DEPARTMENT OF LABOR's Acquisition and Contract's shall be subject to such OCI provisions unless the order for specific non-A&AS services specifies that the OCI provisions do not apply to that particular order.

(d) Whenever the Government solicits information from the Contractor for the purposes of issuing a potential order (or, if the Government issues an order without first soliciting information from the Contractor), unless the order states that it is exempt from the OCI provisions, the Contractor shall promptly review the services ordered prior to commencing performance and inform the Contracting Officer, in writing, of any pre-existing circumstances which might create a conflict of interest under these OCI provisions. In such event, the Government may, in its sole discretion, either cancel the order at no-cost to the Government or grant a waiver to the OCI provisions and direct the Contractor to proceed with performance.

LIMITATIONS:

To prevent conflicting roles, which may bias the Contractor's judgment or objectivity, and to preclude the Contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions, the Contractor will be restricted as set forth in subparagraph (b).

(a) The following descriptions or definitions apply:

(1) "Systems Engineering" means a combination of substantially all of the following activities: determining specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design.

(2) "Technical Direction" includes a combination of substantially all of the following activities: developing work statements, determining parameters, directing other Contractors' operations, and resolving technical controversies.

(3) "Development" includes all efforts towards solution of broadly defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.

(4) "Proprietary Information" includes all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted rights data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.

(5) "System" means the system that is the subject of acquisition or management by the program office for which support has been ordered under this contract.

(6) "System File" means all phases of the system's development, production, or support.

(7) "Contractor" includes the business entity receiving award of this contract, its parents, affiliates, divisions and subsidiaries.

(b) The following rules apply:

(1)(A) The Contractor agrees that it shall neither compete nor perform as a prime Contractor, subcontractor, or as a consultant to a prime or subcontractor, to provide services, hardware or software with respect to any system (or major components thereof) as to which the Contractor has directly or by subcontract, provided support to U.S. DEPARTMENT OF LABOR's Acquisition and Contracts Office under this Task Order. This prohibition shall not apply, however, to work to be performed under this Task Order or to any follow-on prime or subcontracts for similar work to the Government.

(B) Unless an order specifies that it is not subject to this OCI provision, the foregoing prohibitions shall be effective from the date of each specific order issued pursuant to this contract for support and shall continue for the life of the system as to which support services have been ordered. These prohibitions shall be reduced to a period of five years from the effective date of each order when the services ordered/performed fall under the descriptions in FAR 9.505-2 or 9.505-3.

(2) In the event the work required to be performed under this Task Order requires access to proprietary data of other companies, the Contractor shall obtain agreements from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Contracting Officer "for information only". These agreements shall proscribe the scope of authorized use or disclosure, and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the aforesaid agreement or from the Government shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary. In addition, it is agreed that the Contractor shall not disclose advice/data submittals or any part thereof to any party outside the Government except with the written consent of the Contracting Officer.

(3) The Contractor further agrees not to utilize aforesaid proprietary data in the supplying of hardware/software or services related to the systems or major components of systems for which the Contractor has provided support hereunder, in performing for the U.S. DEPARTMENT OF LABOR any additional competitively awarded efforts in the same field, or for any purposes other than those for which the data has been furnished unless specifically authorized by the organization providing such data.

(c) The Contractor agrees that, in addition to the above established requirements and prohibitions, it shall:

(1) Formally train its employees in the absolute necessity to refrain from divulging either the proprietary data of other companies or data that is obtained from the Government, or advice/data submittals (including any portion thereof), to anyone except as authorized and require its employees to execute certificates attesting to their training and to their understanding of the requirements for safeguarding all sensitive information. In addition, it shall provide that the employee will not, during his employment by the Contractor, or thereafter, disclose to others or use for their own benefit or the future benefit of any individual, any advice/data submittals (or any portion thereof), trade secrets, confidential information, or proprietary/restricted data (to include Government "FOR OFFICIAL USE ONLY") received in connection with the work under this contract.

(2) Submit information copies of these certificates to the Contracting Officer. Certificates may be submitted on a one-time basis for the duration of the Task Order.

(3) The Contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the Contractor, its employees, subcontractors, or agents.

U.S. DEPARTMENT OF LABOR GSA SCHEDULE BLANKET PURCHASE AGREEMENT

The Contractor agrees to include the substance of this provision in all subcontracts it may award

ATTACHMENT A

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS)

BPMN based CTS Modernization

Part 1

General Information

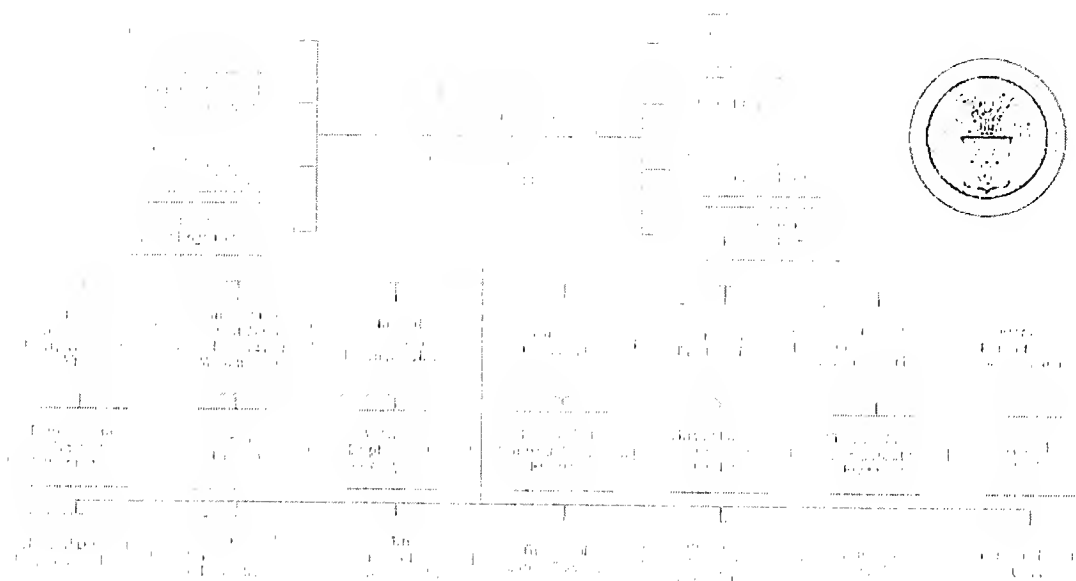
1. **GENERAL:** This is a non-personal services BPA to license (Concurrent Users Licensing) and configure a highly configurable Commercial-Off-The-Shelf (COTS) Business Process Model and Notation (BPMN) platform compatible with the National Institute of Standards and Technology (NIST), Object Management Group (OMG) standards for BPMN. Vendor to host this platform (Development, Q&A, and Production Environments) via vendor provided Platform as a Service (PaaS) Cloud or support the licensed configuration in a government provided PaaS, at the government's discretion. This COTS BPMN platform is to be configured by the licensing vendor in a phased approach to support requirements as defined in a Functional Requirements Document (FRD). The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to deliver the licensed COTS BPMN platform configured to support the requirements as defined in a Functional Requirements Document (FRD), a detailed Task Order (TO), and this Performance Work Statement except for those items specified as government furnished property and services. As detailed in a TO, the contractor may host this platform (Development, Q&A, and Production Environments) via a vendor provided Platform as a Service (PaaS) Cloud or support the licensed configuration in a government provided PaaS, at the government's discretion. The contractor shall perform to the standards in this contract.

1.2 Background: The Department of Labor's Mission is "To foster, promote, and develop the welfare of the wage earners, job seekers, and retirees of the United States; improve working conditions; advance opportunities for profitable employment; and assure work-related benefits and rights."

In support of this mission, the Department of Labor (DOL) administers and enforces more than 180 federal laws primarily under Code of Federal Regulations (CFR) Title 29 - Labor. For authoritative information and references to fuller descriptions on these laws, you should consult the statutes and regulations themselves. These mandates and the regulations that implement them cover many workplace activities for about 10 million employers and 125 million workers.

To manage this mission, the Department of Labor's various sub-agencies shown in the below organization chart, have developed numerous one-off management systems, which many are aging and becoming inefficient to maintain.



Department of Labor Organization Chart

DOL intends to make an FSS BPA award to leverage new development methodologies available via configurable COTS business process modeling based products in agreement with the computer industry consortium Object Management Group's Business Process Model and Notation (BPMN) principles along with the option to utilize FedRAMP compliant Cloud Hosting.

1.3 Objectives: The objectives of this effort are:

1. To provide a contracting resource to modernize DOL's various aging mission management systems utilizing a configurable COTS business process modeling based product in agreement with the computer industry consortium Object Management Group's Business Process Model and Notation (BPMN) principles;
2. Host the configured COTS and its development related environments in a vendor provided FedRAMP compliant Cloud via an PaaS infrastructure with the option to host it via an alternative PaaS such as the DOL's Data Center Consolidation Initiative (DCCI) as recommended by the various agency's identified best value solution to meet the agency's business objectives. Due to security and the adjudicatory nature of many of the agency's missions, these configurations and supporting databases will frequently be standalone systems not integrated with any other instance of the selected COTS;
3. Deliver functionalities and specific deliverables:
 - a. As specified in individual agency Task Orders (TO)
 - b. As defined in individual agency Functional Requirements Documents (FRD) and supporting documents.
 - c. Data migration / conversion of Legacy System data as needed
4. Close the various agency's performance gaps while being affordable and manageable into the future using minimal contractor support.

Significant technological, economic, and strategic benefits can be attained through the combination of a configurable BPMN based COTS and PaaS Cloud hosting or hosting via the DCCI.

This objective will be met in phased deliveries in compliance with the U.S. Chief Information Officer's (CIO) and the DOL CIO's published guidance.

1.4 Scope: The contractor shall provide, as defined in specific TOs and supporting documents:

- 1) licensing and support of the vendor provided BPMN platform compliant with the Open Management Group Consortium standards capable of:
 - a. Providing case management services (Web or Distributable application)
 - i. Event Driven Data
 - ii. Supporting Files
 - b. User-Friendly data entry interface
 - c. Powerful Database search engine
 - d. Ability to provide status, staff workload management, and case lifecycle data/information via a dashboard or notification mechanism/module
 - e. Security – NIST 800-53 & Section 508 compliant system with user-controlled view, read, edit, and delete rights
 - f. Ability to search the system data to locate specific record or case data, to include unstructured data(from most fields)
 - g. Ability to manage records or cases via configurable data elements or modules
 - h. Ability to merge record or case data with WORD document templates for generating correspondence
 - i. Ability to store record or case evaluation results such as final decisions/documents into a secured file management module
 - j. Robust ad hoc reporting;
- 2) hosting (Development, Q&A, and Production Environments) via vendor provided PaaS Cloud or support of the licensed configuration in a government provided PaaS at the government's discretion;
- 3) initial configuration per the TO, FRD, Process Modeling, interview based use-cases, supporting documentation;
- 4) subsequent configuration to support new system functionalities per the TO, FRD, supporting documentation;
- 5) support as needed for evolving configuration requirements to support the agency per the TO, FRD, supporting documentation such as;
 - a. security resources
 - b. data management resources
 - c. business process management resources
 - d. software development resources
 - e. project management / capital planning resources
 - f. enterprise architecture resources
 - g. training development and presentation resources;

- 6) and continuing technical input in support of obtaining and maintaining the ATO and DOL OCIO's Enterprise Architecture, Security, and Capital Planning Programs under the agency's management.
- 7) FEDRamp certified or in FEDRamp certification process.
- 8) Software Licenses as specified in TO such as but not limited to:
 - a. Vendor's highly configurable Commercial-Off-The-Shelf (COTS) Business Process Model and Notation (BPMN) platform compatible with the National Institute of Standards and Technology (NIST), Object Management Group (OMG) standards for BPMN
 - b. TO specific database licenses
 - c. System infrastructure / hosting licenses
 - d. TO specific module functionality specific licenses
 - e. TO specific reporting module specific licenses

1.5 Period of Performance: The BPA period of performance shall be five (5) years.

1.6 General Information

1.6.1 Quality Control The contractor shall develop and maintain an effective quality control program (QCP) to ensure services are performed in accordance with the TO and supporting PWS. A Draft QCP is to be included in the contractor's response to the RFQ and will be an evaluation factor. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. An edited version of the QCP shall be submitted via e-mail to the Project Manager (PM) and COR within 5 working days of a TO's Integrated Baseline Review (IBR) reflecting any agency comments. Any modifications to the accepted QCP shall be submitted via e-mail to the KO and COR within 5 working days when changes are made thereafter. After acceptance of the quality control plan, the contractor shall receive the contracting officer's acceptance in writing of any proposed change to his QC system.

1.6.1.1 Work Breakdown Structure (WBS) The contractor shall provide a WBS detailed to the second level for discussion at the IBR. An edited version of the WBS to at least the third level shall be submitted via e-mail to the PM and COR within 5 working days of the IBR reflecting agency comments. The final version of the WBS shall support OCIO required Earned Value Management (EVM), Capital Planning, Enterprise Architecture, and Security Reporting.

1.6.1.2 Contractor's Progress, Status Reports The contractor shall provide a detailed Weekly Status Report indicating progress per the WBS specified in paragraph 1.6.1.1.

1.6.1.3 Database Development, Maintenance and Access The contractor shall develop, maintain, and ensure access to relevant databases to support functionality as identified in the FRD, Process Modeling, use-cases, and supporting documentation. This may include, but not be limited to legacy databases, new database development, and interfacing with data in other agency's or agencies' databases.

1.6.2 Quality Assurance: The government shall evaluate the contractor's performance under a TO in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.6.3 Recognized Holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

No work will be performed on behalf of the Government on these Government holidays or non-work days without prior written approval of the COR. Work performed on holidays shall be billable at the regular rates.

1.6.4 Hours of Operation: The contractor is responsible for conducting non-emergency business interaction with the government, between the core hours of 9:30 am and 3 pm, within the normal business hours of 7:00am to 5:00pm Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

The Contractor shall have access to DOL's SMEs Monday through Friday between the core hours of 9:30 am and 3 pm, except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. Access shall be coordinated with the Federal Project Manager at least one-business day in advance. This time aligns with DOL's Core Work Hours.

1.6.5 Place of Performance: The work to be performed under this contract will be performed at the Contractor's office location or DOL Agency's location as specified in the specific Task Order (TO).

1.6.6 Type of Contract: The government will award a Hybrid Time and Materials (T&M)/Firm-Fixed Price (FFP), Blanket Purchase Agreement (BPA) for product/services in support of Management Information Systems (MIS) and Case Tracking Systems (CTS) in support of DOL Agencies' missions to include.

1.6.7 Security Requirements: DOL's Enterprise Architecture data and work environment is considered sensitive but unclassified. DOL is required under the Homeland Security Presidential Directive (HSPD) 12 "Policy for a Common Identification Standard for Federal Employees and Contractors" to perform a National Agency Check with Inquiries (NACI) for Contractors. The NACI insures the contractor's personnel performing work under this contract are approved at a minimum of the Federal Security/Suitability Sensitivity Level 1, Category Non-Sensitive at time of the proposal submission, and must maintain the level of security required for the life of the contract.

The NACI is a brief form of background investigation that is conducted through the Office of Personnel Management. This investigation will be conducted for Contractor staff assigned to this Contract. Contractor staff will be required to provide two forms of acceptable identification, provide a current photograph, and be fingerprinted. Successful clearance is required for an employee to continue working under this Contract. The security requirements are in accordance with the DOL Computer Security Handbook, FEDRamp, the DOL guidance prescribed in support of the Authorization to Operate, and the references listed in Part 6 – Applicable Publications.

1.6.7.1 PHYSICAL Security: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.6.7.2 Key Control (If applicable). The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

1.6.7.2.1. In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

1.6.7.2.2. The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other

than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

1.6.8 Special Qualifications/Key Personnel: The government requires special qualifications and or skills of the following roles: Project Manager, Business Process Modeler, Data Architect, Data Migration Specialist, Senior Software Engineer (Technical Lead), Software Developer (Developer) , and the Security Engineer personnel supporting the DOL approved vendor paid and supplied subcontracted independent third party contractor supporting security related requirements. These roles are considered Key Personnel.

1.6.8.1 Project Manager:

Experience/Qualifications:

- Project Management Institute (PMI) certification as PMP
- Project Coordinator
- Coordinate all aspects of the project components (Task, not a qualification_
- Technically proficient in all aspects of project management
- Possess excellent verbal and written communication skills and leadership skills
- Project Manager Experience/Qualifications Defined
- Serves as the key overall project coordinator and will be responsible for the execution of the deliverables under this Statement of Work (SOW).
- Experience should include a background in case management
- Coordinate DOL project resources and schedules as required
- Superior expertise in project management
- Proven ability to meet cost, schedule, and performance requirements for projects relating to configuring the vendor's product
- Ability to communicate between the vendor and DOL agency in support of work as required

1.6.8.2 Business Process Modeler/Practitioner

The Process Practitioner captures, measures, and executes business processes to ensure their effectiveness. The Practitioner has expertise in relevant business and/or systems processes and how to represent them within the vendor's selected product. The Practitioner is responsible for complex business and/or systems process analysis, modeling, design, implementation, configuration and execution, in the vendor's product specialist configuration. Serves as an expert in the analysis and modeling of existing and evolving processes, procedures and methods to ensure and promote effective business and systems operations through standardization, improvement, simplification, discontinuance or other methods. The Practitioner creates/promotes process change by

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integrating new processes with existing ones within the evolving COTS configuration. The Practitioner promotes the management (of the operational business process) and implementation of proposed process and procedure enhancements between work teams and system end users. The Practitioner is primarily responsible for the evolving COTS configuration related deliverables to ensure meeting contracted system requirements.

Business Process Modeler/Practitioner – Experience/Qualifications Defined

- Possesses high level of skill in performing business process Analysis/Modeling
- Technically proficient in all aspects of business process analysis and modeling utilizing the vendor's product.
- Technically skilled in configuring/integrating the vendor's product.
- Possess excellent analytical, verbal and written communication skills.
- Skilled and experienced business process analysts who has performed past product configurations either or both private sector/federal government supporting case management.
- Experienced facilitator of meetings with SMEs to determine and understand business requirements.
- Under direction from contractor PM, ability to coordinate and conclude interaction between vendor and agency SMEs to determine and understand business requirements.

1.6.8.3 Data Architect

The Data Architect designs the agency's overall information architecture across multiple data types accounting for both structured and unstructured content balancing security, analytics, and performance requirements. The Data Architect oversees the flow of data model development including conceptual, logical and physical models, and must be capable of translating business data from wide variety of structured and unstructured resources into a usable enterprise information architecture, which may include data models, metadata schema, controlled vocabularies, ontologies and taxonomies. The Data Architect supports design of corresponding search engine for data retrieval, and works with the Data Warehouse team to perform source system analysis, identification of key data issues, and data profiling.

Data Architect—Experience/Qualifications Defined

- Provide a consultative approach with business users, asking questions to understand the business need and deriving the data flow, logical and physical data models based on those needs
- Must have knowledge of database replication, migration, and design.

- Must be capable of translating business data semantics into a logical model as well as provide technical direction to development teams.
- Must have advanced knowledge of modern software development processes and tools.
- Advanced knowledge of tools for automated data extraction and cataloging of unstructured content in a metadata schema (e.g. Dublincore).
- Must have experience with metadata, data architecture, data governance, and data quality.

Required Experience and Skill Sets:

- Minimum of a Bachelor's degree and 10 years of experience with data modeling (conceptual, logical and physical model design) and large scale data modeling for data warehouse environments
- Experience managing at least three large scale implementations focused on data modeling.
- Extensive background in database systems, with strong knowledge of XML, SQL, Python, Ruby, R or other modern scripting languages, Data Extraction, Transformation and Loading (ETL)
- Knowledge of application modeling languages / techniques (e.g. UML, OML, entity relationship modeling, DFDs) including the ability to create and read the associated diagrams.
- Ability to gather business requirements, perform analysis and establish/recommend a data integration architecture that aligns information systems to the agency mission
- Experience with agile/scrum is valuable, particularly the ability to work with business partners to review prototypes and develop iterative revisions
- Proven ability to work creatively and analytically in a teamwork-oriented environment
- Must have excellent interpersonal skills, including the ability to work in both a business and IT space, as well as superior verbal and written communications skills.
- Experience working in a regulatory environment, law enforcement or public agency a plus.

1.6.8.4 Data Migration Specialist

The Data Migration Specialist develops the data migration plan and executes the approved plan to support migration of the DOL Agency's legacy data from its current data sources to the newly configured and implemented system.

Data Migration Specialist – Experience/Qualifications Defined:

- Analyze the current production data and its structure to develop a data migration plan from legacy system's application data format to vendor product's database format and recommendations for processing

- Analyze the method of transforming existing data into a format for the new environment and the loading of this data into appropriate database structures
- Review of existing migration tools and recommendations for improving performance of the migration process
- Develop necessary change and support documentation
- Ability to manage database using different database technologies and Operation Systems
- Must have experience with data migration from different structure and unstructured data sources
- Strong analytical skills for problem resolution, database and SQL performance tuning.

Extensive knowledge and experience in maintenance plans, backups, and recoveries

Required Skill Sets of Data Migration Specialist:

- B.S. degree in Computer Science, Software Engineering, MIS or equivalent
- Minimum of 6 years of advanced technical database experience providing ability to fully extract data via scripts or export mechanism that reduces loss of data as related to specific TO's database.
- Minimum of 6 years of advanced technical skills in agency system specific Database Management System as specified in the TO
- Experience with various relational databases like Oracle, DB2, SQL Server, etc.
- Familiarity with various programming languages such as .NET, J2EE, C++, etc.
- Proficiency in product development using web application and/or Windows forms applications using any development tools.
- High level of experience using agency system specific database, excellent skills in database design as specified in the TO
- Experience migrating data between relevant database formats in support of vendor product's configurations as specified in the TO.
- The applicant should have excellent analytical skills and technical writing skills
- The applicant should have good interpersonal skills and ability to interact with associates at all levels of the organization

1.6.8.5 Senior Software Engineer (Technical Lead)

- B.S. degree in Computer Science, Software Engineering, MIS or equivalent preferred
- Should have hands-on experience with the "selected" BPMN solution
- Should have all required programming skill sets that needed to customize the "selected" BPMN solution
- Specialized certification for the "selected" BPMN products is preferable
- 10+ year experience in the software life cycle development
- Experience in leading development team
- Experience in providing accurate estimates for design and programming efforts for system changes and enhancements based on business requirements

- Experience in planning, conducting, assigning, monitoring development tasks
- Experience in translating process flow analysis and business requirement into system design and development
- Must demonstrate good judgment and pragmatic approach to delivering software that optimizes architecture activities across agency needs, business constraints, and technological realities
- Experience in optimizing and customizing the scalable, flexible, and robust solution
- Experience in designing, developing, coding, debugging, building, unit testing, and deploying GUIs, WebForms, WinForms, etc.
- Development experience using different database technologies and development tools
- Integration experience with Web Services, APIs, and SOA
- Experience in creating main common function library and core data access components for each IT project
- Experience with Section 508 compliance development and cross-browser compatibility issues
- Experience in implementing C&A/A&A security standards in the solution
- Experience with code reviews and evaluation to ensure artifacts meet quality standards.
- Experience in documenting all required technical documentation
- Familiar with Agile (Scrum) development methodology and practices

1.6.8.6 Software Engineer (Developer)

- B.S. degree in Computer Science, Software Engineering, MIS or equivalent preferred
- Should have hands-on experience with the “selected” BPMN solution
- Should have all required programming skill sets that needed to customize the “selected” BPMN solution
- Specialized certification for the “selected” BPMN products is preferable
- 5+ year experience in the software life cycle development
- Ability to translate technical requirement into system development
- Ability to optimize and customize the scalable, flexible, and robust solution
- Experience in designing, developing, coding, debugging, building, unit testing, and deploying GUIs, WebForms, WinForms, etc.
- Development experience using different database technologies and development tools
- Integration experience with Web Service, API, and SOA

- Experience in creating main common function library and core data access components for each IT project
 - Experience with Section 508 compliance development and cross-browser compatibility issues
 - Experience in implementing C&A/A&A security standards in the solution
 - Experience with code reviews and evaluation to ensure artifacts meet quality standards.
 - Experience in documenting all required technical documentation
 - Familiar with Agile (Scrum) development methodology and practices
- Software Engineer performs full life cycle development activities including architecting, designing, developing, and customizing the BPMN solution and analyzing and mapping the business requirements to systems/technical requirements.

1.6.8.7 Senior Security Engineer

- 8+ years' experience in Security Engineering to include certification and accreditation (C&A) planning, vulnerability and risk assessment, network architecture development and enterprise-based technology support, three of which should be in information technology security management.
- A bachelor's degree in engineering, computer science, information systems, public or business administration (privacy or law).
- Certified Information Privacy Professional (CIPP) or Certified Information Security Professional (CISSP), or Certified Information Security Manager (CISM) certifications.
- Experience determining system level IA requirements, and decomposing system requirements to lower level systems and subsystems.
- Experience designing, implementing, integrating and testing real time systems, software and hardware.
- Experience evaluating proposed system architectures and designs for compliance with system requirements and specifications.
- The duties for this position will be performed on a site determined by the COR.
- The person filling this position must have passed or needs to pass a background investigation satisfactory to the agency.

1.6.8.8 Security Engineer

- 5+ years' experience in Security Engineering to include certification and accreditation (C&A) planning, vulnerability and risk assessment, network architecture development and enterprise-based technology support, three of which should be in information technology security management.

- A bachelor's degree in engineering, computer science, information systems, public or business administration (privacy or law).
- Experience designing, implementing, integrating and testing real time systems, software and hardware.
- The duties for this position will be performed on a site determined by the COR.
- The person filling this position must have passed a background investigation satisfactory to the agency prior to work.

1.6.8.9 REQUIRED SECURITY TRAINING

All DOL employees and contractors must receive security awareness, Role Based Training prior to being given access to DOL systems and periodically thereafter as required by DOL security policies.

Contractor Staff Training: The contractor shall provide at contractor expense training opportunities to ensure that assigned staff maintain compliance with DOL Security Policies and any other Government mandated training that may be directed. Current minimum Roles Based Training is 4 hours per year.

1.6.9 Post Award Conference/Periodic Progress Meetings :The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.6.10 Contracting Officer Representative (COR): The (COR) will be identified by separate letter specific to the TO. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.11 Key Personnel: The follow personnel are considered key personnel by the government: Project Manager, Business Process Modeler, Data Modeler, Data Migration Specialist, and the Security Engineer personnel supporting the DOL approved vendor paid and supplied subcontracted independent third party contractor supporting security requirements. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between the hours, 8:00 a.m. to 4:30p.m., Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons. Qualifications for all key personnel are listed in 1.6.8 Special Qualifications above. The contractor must notify in writing (email is adequate) the Contracting Officer and COR of any changes in Key Personnel. Any replacement candidate must have the same or better qualifications as the employee being released. Resumes of proposed replacement Key Personnel must be provided for review. The Government must approve in writing the replacement candidate before he/she can start work.

1.6.12 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. Contractor personnel scheduled to be on-site are required to obtain and wear DOL badges while on-site in DOL in the performance of this service.

1.6.13 Contractor Travel : Costs to support Customer as needed or to participate in conferences must be in compliance with FAR Subpart 31.205-46 Travel Costs.

1.6.14 Other Direct Costs Through the delivery of the TO defined functionality described in the FRD there shall be no Other Direct Costs. Should any Other Direct Costs be identified outside of supporting the TO, these costs must be preapproved by the contracting officer. For example: This category may include licensing of supporting software functionality to be integrated into the configuration to support evolving functionality, reproduction, and shipping expenses associated with additional training activities and visits to contractor facilities. It could also entail the renting of suitable training venues.

1.6.15 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (c.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify

the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.6.16 PHASE IN /PHASE OUT PERIOD The Contractor shall coordinate with the Federal Project Manager and the COR to schedule an Integrated Baseline Review (IBR) within five (5) days of contract award. During the phase in period, the Contractor shall become familiar with performance requirements in order to commence full performance of services on the contract start date. At least one business day prior to the IBR, provide a Phase in Plan to include at a minimum:

- Names and contact information of Key Project Personnel,
- Project Personnel Names and role and availability for processing for DOL Identification Badges
- Draft detailed Project Plan (Microsoft Project, version specified in TO) to be finalized with Federal PM

The Contractor shall not disrupt official Government business or in any way interfere with the assigned duties of the predecessor Contractor's employees. The Contractor shall not under any circumstances, contact or conduct any discussions with the predecessor Contractor's employees while they are on duty at this facility for the purpose of recruitment, scheduling or conducting interviews.

At the end of the period of performance of this contractual effort or any specific TO as appropriate, the contractor program manager shall be prepared to transition workload/tasks if another company wins a future contract competition. This transition will include digital and hard copies of all in-progress working files, historical files for all relevant tasks, product configuration details, briefings for incoming personnel, and timelines and standards for completion. The transition can also include the new contractor hiring personnel from the old contractor for continuity and expertise.

The Contractor shall coordinate a Phase Out Plan with the Federal Project Manager and the COR. This Phase Out Plan will schedule the efficient seamless transition or bridging of services to any subsequent contractor and shall include at a minimum, the status summary of all current projects to initiate performance, related materials to include copies of any Production, Testing and or Development System Environments; and date the full transition will be complete. The orderly and uneventful transition between the incoming Contractor and outgoing Contractor is vital to assure minimum disruption to Government services and related activities.

1.6.17 RECORDS RETENTION AND DESTRUCTION The Contractor shall retain all materials and records used in interviewing SMEs in the collection and validation of configuration requirements for a period of one (1) year from the date of the configuration's acceptance into the Production Environment. This will enable the Contractor to respond to any question raised over the requirements supporting the configurations.

At the conclusion of the document retention period, the Contractor shall turn over all paper and electronic records and other materials containing data obtained in connection with this contract to the federal PM. Further, the Contractor (or any subcontractor) must ensure that the supporting information does not remain on the storage media, including removable hard drives, cartridges, floppy disks, or CD ROM, when the PC is removed from the Contractor's area for maintenance or final disposition.

1.6.18 OWNERSHIP : All data, system backups, products, and deliverables developed under this SOW and related TOs are the property of the U.S. Government and DOL.

The preliminary and final deliverables and all associated working papers and other material deemed relevant by the agency that have been generated by the contractor in the performance of this contract, are the property of the U.S. Government. All deliverables must be submitted to the COR in accordance with schedule(s) defined by the contract or project plans or by agreement and if not scheduled then at the end of the contract. The U.S. Government shall retain unrestricted and unlimited rights to government data in accordance with FAR 52.227-14 Rights in Data.

The data must be available to the Government upon request within one business day or within the timeframe specified otherwise, and shall not be used for any other purpose other than that specified herein. The contractor shall provide requested data at no additional cost to the government.

1.6.19 Emergency Continuation of Essential Services

a) *Essential Services.* The Department of Labor has identified certain services under this agreement (contract, BPA, BOA, task/delivery order or other vehicle, hereinafter "requirement") as being essential to the Department's missions and operations. Such essential services must continue to be performed, even if an event occurs (or is threatened to occur) that would disrupt or interfere with operations at, or access to, facilities where services ordinarily take place. Such an event may include, but is not limited to, emergencies that may be natural (e.g., earthquake, flood, hurricane, tornado, public health emergencies including pandemic influenza), man-made (e.g., civil unrest, chemical spill, cyber or terrorist threats or attacks), or technological (e.g., building fire, utility outage), and which may affect one or more facilities or locations, including federal facilities, where the Contractor normally performs services hereunder.

b) *Contingency Plans.* Unless already included in the requirement, within 30 days of the commencement of performance (or the bi-lateral incorporation of this clause), the Contractor shall submit the following contingency plans to the Contracting Officer (CO) and the Contracting Officer's Representative (COR):

- 1) A contingency plan to continue performance off-site for a period of between one and thirty days; and
- 2) A contingency plan to continue performance off-site for more than thirty days, until the event described above is resolved.

Such contingency plans will become an obligation of the Contractor under the requirement.

c) *Contents of the Contingency Plans.* The contingency plans referenced in paragraph (b) above shall, at a minimum, address:

- 1) How the Contractor plans to continue performance of essential services for the duration of an event, including identifying and securing suitable off-site workplaces, personnel, and resources;
- 2) The Contractor's use of off-site facilities, including allowing its essential personnel to work from an alternative site or other remote locations to perform essential services;
- 3) Alert and notification procedures for mobilizing and communicating with the Department and with essential personnel, and for communicating expectations to its personnel regarding their roles and responsibilities during the event;
- 4) A list of telephone numbers and email addresses (with alternates if available) for all managers currently performing under the requirement; and
- 5) Processes and requirements for the identification, training, and preparedness of essential personnel who would be capable of relocating to alternate facilities or performing work from home.

d) *Approval of the Contingency Plans.* The CO, in consultation as appropriate with the COR, shall review both contingency plans within 14 days of receipt, or as agreed, and shall either accept them or advise the Contractor of any reason for disapproval. If either plan is not accepted by the CO, the Contractor shall resubmit a revised plan within 7 days, or as agreed.

- e) *Activation of a Contingency Plan.* The Agency Head, CO, COR, or other authorized agency official, may activate the Contractor's Contingency Plan by notifying the Contractor either orally or in writing. In the event of an oral instruction, a written confirmation of the activation will follow shortly after the resumption of normal activities. Once a contingency plan has been activated, services hereunder shall continue without delay or interruption, notwithstanding the "Excusable Delay" Clause, or any other provision of the contract (or requirement if this contract vehicle is BPA, BOA, or similar vehicle).
- f) *Failure to Execute a Plan.* In the event the Contractor is unable or unwilling to perform the essential services identified under the requirement, as determined by the Department in its sole discretion, the Department reserves the right, in addition to any other right it may have, to use federal employees or other contract support, either from existing contracts or new contracts, to continue those critical services. The Department may view the Contractor's failure to implement the Contingency Plan as not performing a contractual requirement and reserves all rights to seek remedies associated with any such nonperformance. Any new contracting efforts would be conducted in accordance with the Federal Acquisition Regulation, OFPP's January 14, 2011 Emergency Acquisition Guide, or any other subsequent emergency guidance that may be issued.

(End of Clause)

PART 2
DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS:

2.1. DEFINITIONS:

2.1.1. **CONTRACTOR.** A supplier or vendor having a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2. **CONTRACTING OFFICER.** A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3. **CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4. **DEFECTIVE SERVICE.** A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5. **DELIVERABLE.** Anything that can be physically delivered but may include non-physical things such as meeting minutes.

2.1.6. **KEY PERSONNEL.** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.7. **PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.

2.1.8. **QUALITY ASSURANCE.** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9. **QUALITY ASSURANCE Surveillance Plan (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.10. **QUALITY CONTROL.** All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.11. SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.12. WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.12. WORK WEEK. Is defined as Monday through Friday, unless specified otherwise.

2.2. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
ATO	Authority to Operate
BPMN	Business Process Model and Notation
C&A	Certification and Accreditation
CFR	Code of Federal Regulations
CO	Contracting Officer
COR	Contracting Officer's Representative
COTS	Commercial Off the Shelf
DA	Department of the Army
DCCI	Data Center Consolidation Initiative
DOL	Department of Labor
DOLAR	Department of Labor Acquisition Regulations
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
IBR	Integrated Baseline Review
IPERA	Improper Payments Elimination and Recovery Act (IPERA) of 2010
IDIQ	Indefinite Delivery Indefinite Quantity
O&M	Operation and Maintenance – The system operation is ongoing. The system is monitored for continued performance in accordance with requirements, and needed system modifications are incorporated. The operational system is periodically assessed to determine how the system can be made more efficient and effective. Operations continue as long as the system can be effectively adapted to optimally meet the organization's needs as confirmed by a recurring CBA.
OCI	Organizational Conflict of Interest
ODC	Other Direct Costs
OMG	Object Management Group: computer industry consortium producing both general and domain-specific Business Process Model and Notation standards
PAP	Performance Assessment Plan
PIPO	Phase In/Phase Out
POC	Point of Contact

PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
SME	Subject Matter Expert
TE	Technical Exhibit
TO	Task Order

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES: All property, data and information provided by the Government in the performance of this contract remains the property of the Government and shall be surrendered to the Government upon completion of the contract or termination of its requirement in support of the contract. Likewise, all deliverables generated under this requirement remain the property of the Government.

3.1. Services: The Government will not provide any services under this contract .

3.2 Facilities: The Government will provide appropriate meeting space at the DOL Agency's location to facilitate meetings with SMEs as detailed in the TO. Additionally, the DOL Agency will provide access to one office on days of meetings at the agency. No contractor resources will be stored at agency without approval of the COR.

3.3 Utilities: The Government will provide only basic housekeeping utilities for use during meetings at the DOL Agency. The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities, such as turning off the water faucets or valves after using the required amount.

3.4 Equipment: The Government may not provide any equipment under this contract.

At the Government's discretion, the Government may provide an alternative PaaS as defined by NIST Definition of Cloud Computing, Special Publication 800-145. This may be via the DOL DCCI or an alternative vendor.

Should the Government provide an alternative PaaS for hosting, the COTS vendor will remain accountable for maintaining the licensed configurations and related environments above the hosting Operating System, and associated modifications in support of maintaining the related evolving ATO. The related maintenance includes but is not limited to:

1. The licensed COTS,
2. Custom code or modifications supporting system functionality,
3. Supporting databases,
4. Supporting Reports Software
5. Supporting System Functionality Modules.

3.5 Materials: The Government will provide:

1. TO specific Functional Requirements Document,
2. Relevant DOL/Agency Standard Operating Procedures as identified.
3. Access to system database files as needed to facilitate data migration.

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section III of this PWS.

All deliverables and their supporting working versions, and all data and their backups generated in support of this contract remain the property of the Government.

4.2 Facility Clearance: The contractor shall obtain and maintain appropriate facility clearance per the evolving FEDRamp initiative. See <http://www.gsa.gov/portal/category/102371>

4.4. Equipment. The Contractor shall provide development and testing system environments that replicate as near as possible the production environment the Contractor provides for Cloud hosting of the production configuration of the contracted system. The Contractor will provide TO specific DOL Agency access to these environments so agency staff will be able to coordinate configuration changes and control, and system testing, as well as make configuration changes to meet the requirements under the TO specific PWS.

PART 5
SPECIFIC TASKS

5.1. Basic Services. The contractor shall provide services per specific Task Orders.

PART 6
APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

1. U.S. Department of Labor, Office of the Chief Information Officer, Guidance for the DOL Earned Value Management System (EVMS) Methodology Memorandum dtd September 27, 2004
2. U.S. Department of Labor, Office of the Chief Information Officer, Earned Value Management Operational Guide, Version 1.7
3. U.S. Department of Labor, Office of the Chief Information Officer Programs, Enterprise Architecture Program Management Office (EAPMO), Technical Standards Catalog, Version 3.4
4. Computer Security Resources
 - a. FIPS 140-2 -- Security Requirements for Cryptographic Modules
 - b. FIPS 199 -- Standards for Security Categorization of Federal Information and Information Systems
 - c. FIPS 200 -- Minimum Security Requirements for Federal Information and Information Systems
 - d. NIST Special Publication 800-53 -- Security and Privacy Controls for Federal Information Systems and Organizations
 - e. NIST Special Publication 800-59 -- Guideline for Identifying an Information System as a National Security System
 - f. NIST Special Publication 800-60 -- Guide for Mapping Types of Information and Information Systems to Security Categories, Volume 1 and Volume 2
5. U.S. Department of Labor, Office of the Chief Information Officer, System Development Life Cycle Management (SDLCM) Manual, Version 2.3
6. U.S. Department of Labor, TO Specific, Risk Management Plan
7. U.S. Department of Labor, TO Specific, System User's Guide
8. U.S. Department of Labor, TO Specific, System Function Requirements Document (FRD)

TECHNICAL EXHIBIT 1

Performance Requirements Summary (Sample)

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

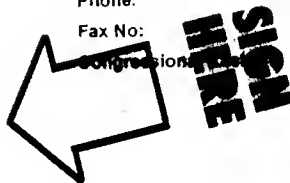
Performance Objective	PWS Paragraph	Performance Standard (and AQL)	Method of Surveillance	Incentive (If necessary)
Provide Integrated Baseline Review (IBR)	1.6.16	90% acceptable on first submission to Government. 100% acceptable on subsequent submission to Government.	Review by Integrated Project Team (IPT)	Additional Work
Quality Control Program (QCP)	1.6.1	90% acceptable on first submission to Government. 100% acceptable on subsequent submission to Government.	Review by Integrated Project Team (IPT)	Additional Work
Work Breakdown Structure (WBS)	1.6.1.1	90% acceptable on first submission to Government. 100% acceptable on subsequent submission to Government.	Review by Integrated Project Team (IPT)	Additional Work
Contractor's Progress, Status Reports	1.6.1.2	100% accuracy on reported completed activity. 80% accuracy on reported planned activity.	Review by Integrated Project Team (IPT)	Additional Work
Maintain customer access to automated information during established hours.	1.6.1.3	Scheduled and unscheduled downtime should not exceed 3%	Observation, random inspection (auditing) or any other method as proposed in solution, and Validated User/Customer Complaints	Additional Work

Performance Objective	PWS Paragraph	Performance Standard (and AQL)	Method of Surveillance	Incentive (If necessary)
Maintain an electronic database	1.6.1.3	The related database may not contain more than <u>0.01%</u> of incorrect, inaccessible, or inappropriate lines of information, with correction to 0% of error once identified.	Observation, random inspection (auditing) using appropriate db management tools or any other method that was proposed in solution, and Validated User/Customer Complaints	Additional Work
Deliver required reports	1.6.1.1	No more than 1 per quarter of the reports to appropriate government contact may be later than the specified time period.	Observation and Validated User/Customer Complaints	Additional Work
Security. Requirements met obtain and maintain ATO.	1.4 sub-par 6 and 6.1 sub-par 4	100% compliance is mandatory; no failures to meet security requirements are acceptable. Each security violation must be resolved to the Government's satisfaction within 3 working day using the CDR process.	100% Inspection.	Additional Work

TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE

The Deliverables Schedule will be incorporated in each specific Task Order.

Print Close Help			
Transaction Information			
IDV Type:	BPA	Prepared Date:	09/22/2014 11:05:58
IDV Status:	Draft	Last Modified Date:	09/22/2014 11:12:30
		Prepared User:	JORDAN.BARRY@DOL.GOV
		Last Modified User:	JORDAN.BARRY@DOL.GOV
Document Information			
IDV ID:	1605	Procurement Identifier	DOLOPS14A0017
Referenced IDV ID:	4730		GS35F4747G
Reason For Modification:			
Solicitation ID:			
Treasury Account Symbol:	Agency Main Sub Identifier Account Account	Modification No	0
			0
Dates		Amounts	
Date Signed:	09/22/2014	Action Obligation:	\$0.00
Effective Date:	09/23/2014	Base And All Options Value:	\$0.00
Last Date to Order:	09/22/2019		
Purchaser Information			
Contracting Office Agency ID:	1605	Contracting Office Agency Name:	OFFICE OF THE ASSISTANT SECRETARY
Contracting Office ID:	DIV 3	Contracting Office Name:	DEPT OF LABOR/OFF ASST SEC ADMIN A
Funding Agency ID:	1605	Funding Agency Name:	OFFICE OF THE ASSISTANT SECRETARY
Funding Office ID:	DIV 3	Funding Office Name:	DEPT OF LABOR/OFF ASST SEC ADMIN A
Foreign Funding:	Not Applicable		
Contractor Information			
SAM Exception:			
DUNS No:	361150469	Street:	1355 PICCARD DR STE 300
Vendor Name:	AINS, INC	Street2:	
DBAN:		City:	ROCKVILLE
		State:	MD Zip: 208504336
		Country:	UNITED STATES
		Phone:	
		Fax No:	
			MARYLAND 08
Business Category			
Organization Type			
Number of Employees	85		
State of Incorporation			
Country of Incorporation			
Annual Revenue	\$4,031,130		
Contract Data			
Type of Contract:	Firm Fixed Price		
Major Program:			
National Interest Action:	None		
Type of IDC:	Select One		
Multiple Or Single Award IDV:	Multiple Award		
Program Acronym:	Select One		
Cost Or Pricing Data:	Not Applicable exempt from CAS		
Cost Accounting Standard s Clause:	No		
Consolidated Contract:	No		
Unidentified Action:	Select One		
Multiyear Contract:	Yes - Service where PBA is used		
Performance Based Service Acquisition:			
* FY 2004 and prior; 80% or more specified as performance requirement			
* FY 2005 and later; 50% or more specified as performance requirement			



Contingency Humanitarian Peacekeeping Operation:	Not Applicable		
Legislative Mandates		Inter Agency Contracting Authority	
Clinger-Cohen Act:	No	Interagency Contracting Authority:	Not Applicable
Service Contract Act:	Not Applicable	Other Interagency Contracting Statutory Authority:	
Walsh-Healey Act:	Not Applicable	(1000 characters)	
Davis Bacon Act:	Not Applicable		
Contract Marketing Data			
Website URL: (http://www.fpds.gov)			
Who Can Use:	Only the Agency awarding the contract may place orders		
FIPS 95 codes / Other Text:			
Email Contact:			
Maximum Order Limit:	\$3,160,000.00		
Fee for Use of Service:	<input checked="" type="radio"/> Fixed <input type="radio"/> Varies by Amount <input type="radio"/> Varies by Other Factor <input type="radio"/> No Fee		
Ordering Procedure: (Optional if Website URL is provided, otherwise mandatory.)	Each Request for Proposal for an order will contain a Statement of Work (SOW), or other performance based work statement, describing the program to be supported, a		
Product Or Service Information			
Product/Service Code:	D308	Description:	IT AND TELECOM- PROGRAMMING
Principal NAICS Code:	541519	Description:	OTHER COMPUTER RELATED SERVICES
Claimant Program Code:		Description:	
Bundled Contract:	Not a bundled requirement		
GFE/GFP Provided Under This Action:	Transaction does not use GFE/GFP		
Recovered Materials/Sustainability:	Select One	OMB Policy on Sustainable Acquisition	
Domestic or Foreign Entity:	U.S. Owned Business		
Sea Transportation:	Select One		
Description Of Contract Requirement: (4000 characters)	IGF::CT::IGF; On an as needed basis, the vendor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials,		
Competition Information			
Extent Competed For Referenced IDV:	Full and Open Competition		
Extent Competed:	Full and Open Competition		
Solicitation Procedures:	Subject to Multiple Award Fair Opportunity		
Type Of Set Aside:	Small Business Set Aside - Total		
Evaluated Preference:	Select One		
SBIR/STTR:	Select One		
Fair Opportunity/Limited Sources:	Competitive Set Aside		
Other Than Full And Open Competition:	Select One		
Commercial Item Acquisition Procedures:	Commercial Item		
A76 Action:	No		
FedBizOpps:	Select One		
Local Area Set Aside:	No		
Number Of Offers Received:	11		
Small Business Competitiveness Demonstration Program:	No		
Commercial Item Test Program:			
Preference Programs / Other Data			
Contracting Officer's Business Size Selection:	Small Business		
Subcontract Plan:	Select One		